

EXHIBIT C

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

AIM HIGH INVESTMENT GROUP,
LLC,

Plaintiff/Counter-
Defendant,

v.

SPECTRUM LABORATORIES, LLC

Defendant/Counter-
claimant.

Case No. 2:22-cv-00158-GMN-DJA

**SPECTRUM LABORATORIES, LLC'S
SECOND AMENDED DISCLOSURE OF
ASSERTED CLAIMS AND
INFRINGEMENT CONTENTIONS**

In accordance with this Court's Scheduling Order (ECF #18), LPRs 1-6 and 1-11, and the Court's Order granting, in part, Aim High's motion to strike (ECF #83), Spectrum Laboratories, LLC submits its Second Amended Disclosure of Asserted Claims and Infringement Contentions. The following disclosures and contentions are not admissions for purposes of claim construction. By serving these contentions, Spectrum does not

1 represent that discovery on the issue of infringement is complete or that Spectrum has
2 completed its infringement investigation against Aim High.

3 Spectrum has served Interrogatories and Rule 34 Requests for Production upon Aim
4 High to compel it to disclose information about its businesses, the accused products,
5 methods of manufacture, and the products' formulations and chemistry. Aim High's
6 responses, and potentially third-party subpoena responses, should provide Spectrum with
7 additional details about their infringing acts. Further, Spectrum expressly reserves its right
8 to seek additional discovery on the issue of infringement or to raise additional bases for
9 infringement. Spectrum therefore reserves its right to amend and supplement its
10 contentions if it discovers additional relevant material bearing on these issues. Subject to
11 and without waiver of the foregoing reservations, Spectrum makes the following disclosures
12 and contentions.

13 **I. Asserted Claims, the Accused Product, and Description of Acts of**
14 **Infringement (LPR 1-6(a), (b), and (d))**

15 Aim High has directly infringed claims 1-13 of the '776 patent and claims 1-13 of the
16 '105 patent by making, using, selling, offering to sell, and/or importing at least the *XStream*
17 Synthetic Urine Product

18 Aim High has induced and contributed to infringement of claims 1-4 of the '776
19 patent and claims 1-3 of the '105 patent by selling *XStream* with the specific intent that
20 downstream buyers of *XStream* infringe by using those products, which is an act of direct
21 infringement.

22 Aim High has induced and contributed to infringement of claims 1-4 of the '776
23 patent and claims 1-3 of the '105 patent by selling *XStream* with the specific intent that
24 downstream buyers of *XStream* infringe by reselling or offering to resell those products,
25 which is an act of direct infringement.

1 Aim High has induced infringement of claims 1-13 of the '776 patent and claims 1-13
2 of the '105 patent to the extent it instructed others, including (without limitation)
3 manufacturers, suppliers, vendors, independent contractors, or employees, to perform the
4 following acts of direct infringement: (a) manufacture synthetic urine covered by claims 1-4
5 of the '776 patent and claims 1-3 of the '105 patent, or (b) use the methods covered by claims
6 5-13 of the '776 patent and claims 4-13 of the '105 patent to manufacture synthetic urine.

7 **II. Claim Charts (LPR 1-6(c))**

8 Spectrum will prove infringement of claims 1-13 of both the '776 and '105 patent
9 through evidence of infringement, the statutory presumption conferred by 35 U.S.C. § 295
10 (as to the method claims), or both. The charts below identify specifically where each
11 element of each asserted claim is found within each accused product.

'776 Patent

Claim 1	Infringement Contention
A synthetic urine solution comprising:	<i>XStream's</i> box and website marketing confirms the product is a synthetic urine solution, see <i>xurine.com</i> and <i>xstreamurine.com</i> . ¹
water having a pH between 3 and 10;	<i>XStream</i> has water having a pH between 3 and 10.
creatinine and a biocide, said creatinine and biocide dissolved within said water to form a solution exhibiting a specific gravity and said creatinine and biocide selected in relative concentrations to minimize sepsis;	Aim High's website marketing confirms that <i>XStream</i> has creatinine, and Aim High did not deny that its product contains creatinine during pre-litigation communications; <i>XStream</i> has at least one biocide, namely methylisothiazolinone, which is an isothiazolinone; and the concentrations of biocide relative to creatinine minimize sepsis as demonstrated at least by the product not spoiling on store shelves or elsewhere.

¹ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in accused products.

1 at least one dissociated ionic compound also
2 dissolved within said solution to adjust the
3 specific gravity of the solution to between
4 1.005 g/cm³ and 1.025 g/cm³; and

XStream has at least one dissociated ionic
compound, namely chloride; *XStream* has a
specific gravity between 1.005 g/cm³ and
1.025 g/cm³. Spectrum further states that
the Element test report that was provided
to Aim High's counsel at his request on
October 11, 2021, shows that *XStream*
contains chloride and has a specific gravity
of 1.010 g/cm³ at 25 deg. C. Spectrum also
states that Aim High's non-infringement
contentions do not dispute the presence of
this limitation in *XStream*. Spectrum
provides this supplemental information to
comply with the Court's June 30, 2023 Order
to allow Aim High to understand
Spectrum's theory of infringement, and not
to actually prove infringement. Spectrum
provides this statement without waiver of
any undisclosed work-product, including
work-product relating to Element testing.
Spectrum has not yet decided what
evidence it will rely upon to prove
infringement at the summary judgment and
trial stages, and it has not yet selected any
testifying expert. Spectrum will make those
decisions later in accordance with the
Court's case schedule, including deadlines
for the disclosure of testifying expert
reports and dispositive motions and
briefing.

wherein said biocide is selected from the group consisting of 2-bromo-4-hydroxyacetophenone, bronopols, carbamates, chlorothioethers, 2,2-Dibromo-3-nitrilopropionamide, 2-(Decylthio)ethanamine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate), polyquat, Alkyldimethylbenzylammonium chloride, sulfones, Bis(tributyltin) oxide, tertbuthylazines, Tetrachloro-2, 4, 6-cyano-3-benzonitrile, 2(thiocyanomethylthio)benzothiazole, thiones, Tetrakish(hydroxymethyl)phosphonium sulfate, Tributyltetradecylphosphonium chloride, peroxides, hypochlorites, and super oxides.

XStream has at least one of the claimed biocides, namely methylothiazolinone, which is an isothiazolinone.

Claim 2

The synthetic urine solution of claim 1, further including urea dissolved within said solution.

Infringement Contention

XStream meets the limitations of claim 1 (as set forth above) and has urea dissolved within the solution, as advertised by Aim High on its website:
<https://www.xstreamurine.com/xstream-fetish-urine.html>

Claim 3

The synthetic urine solution of claim 1, wherein said at least one ionic compound is selected from the group consisting of carbonate salts, halide salts, hydroxide salts and bromides.

Infringement Contention

XStream meets the limitations of claim 1 (as shown above) and has at least one of the ionic compounds listed because chloride is a halide salt. Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in *XStream*.

Claim 4

Infringement Contention

1 2 3 4	The synthetic urine solution of claim 3, further including urea dissolved within said solution.	<i>XStream</i> meets the limitations of claim 3 (as shown above) and has urea dissolved within the solution, as advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html
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Claim 5		Infringement Contention
6 7 8 9	A method of manufacturing a synthetic urine solution comprising:	Because <i>XStream</i> is a synthetic urine solution, Aim High and its manufacturers, suppliers, vendors, independent contractors, and/or employees, have used a method of manufacturing a synthetic urine solution by making each of the Infringing Products. ²
10 11	providing water;	<i>XStream</i> is manufactured by providing water.
12 13 14 15 16 17 18 19 20 21 22 23 24	dissolving creatinine and biocide into said water to form a solution exhibiting a specific gravity level, said creatinine and biocide being selected in relative concentrations to minimize sepsis, wherein said biocide is selected from the group consisting of 2-bromo-4-hydroxyacetophenone, bronopols, carbamates, chlorothioethers, 2-2-Dibromo-3-nitrilopropionamide, 2-(Decylthio)ethanamine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate), polyquat, Alkyldimethylbenzylammonium chloride, sulfones, Bis(tributyltin) oxide, tertbutylazines, Tetrachloro-2, 4,6-cyano-3-benzonitrile, 2(thiocyanomethylthio) benzothiazole, thiones, Tetrakis(hydroxymethyl) phosphonium sulfate, Tributyltetradecylphosphonium, chloride, peroxides, hypochlorites, and	<i>XStream</i> is manufactured by dissolving creatinine and biocide into said water to form a solution exhibiting a specific gravity level, said creatinine and biocide being selected in relative concentrations to minimize sepsis, wherein at least one of the biocides is methylisothiazolinone, which is an isothiazolinone.

² At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in the accused products.

1	super oxides; and	
2	adjusting said specific gravity level of said	<p><i>XStream</i> is manufactured by adjusting said specific gravity level of said solution to between 1.005 g/cm³ and 1.025 g/cm³. Spectrum further states that the Element test report that was provided to Aim High's counsel at his request on October 11, 2021, shows that <i>XStream</i> has a specific gravity of 1.010 g/cm³ at 25 deg. C. Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in <i>XStream</i>. Spectrum provides this supplemental information to comply with the Court's June 30, 2023 Order to allow Aim High to understand Spectrum's theory of infringement, and not to actually prove infringement. Spectrum provides this statement without waiver of any undisclosed work-product, including work-product relating to Element testing. Spectrum has not yet decided what evidence it will rely upon to prove infringement at the summary judgment and trial stages, and it has not yet selected any testifying expert. Spectrum will make those decisions later in accordance with the Court's case schedule, including deadlines for the disclosure of testifying expert reports and dispositive motions and briefing.</p>
3	solution to between 1.005 g/cm ³ and 1.025	
4	g/cm ³ .	
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Claim 6	Infringement Contentions
The method of claim 5 further comprising sealing said synthetic urine solution within a container so as to further minimize sepsis of said synthetic urine solution.	<i>XStream</i> meets the limitations of claim 5 (as shown above) and is manufactured by "sealing said synthetic urine solution within a container so as to further minimize sepsis of said synthetic urine solution."

Claim 7	Infringement Contentions
The method of claim 6 further comprising	<i>XStream</i> meets the limitations of claim 6 (as

1 adding urea to said synthetic urine solution	shown above) and is manufactured by "adding urea to said synthetic solution."
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3 Claim 8	Infringement Contentions
4 The method of claim 5 further comprising 5 adding urea to said synthetic urine solution.	<i>XStream</i> meets the limitations of claim 5 (as shown above) and is manufactured by "adding urea to said synthetic solution," as advertised by Aim High on its website: 6 https://www.xstreamurine.com/xstream- fetish-urine.html

8 Claim 9	Infringement Contentions
9 The method of claim 5, further comprising the step of adjusting the pH level of the 10 solution between 3 and 10	<i>XStream</i> is manufactured by "adjusting the pH level of the solution between 3 and 10."

12 Claim 10	Infringement Contentions
13 A method of manufacturing a synthetic urine solution comprising:	Because <i>XStream</i> is each a synthetic urine solution, Aim High and its manufacturers, suppliers, vendors, independent 14 contractors, and/or employees, have used a method of manufacturing a synthetic urine solution by making each of the Infringing Products. ³
16 providing water having a pH between 3 and 10;	<i>XStream</i> is manufactured by "adjusting the pH level of the solution between 3 and 10."
18 dissolving creatinine and at least one dissociating ionic compound in the water to form a solution exhibiting a specific gravity, said creatinine and at least one dissociating ionic compound selected in relative concentrations to adjust said specific gravity to between 1.005 g/cm ³ and 1.025 g/cm ³ ; 22 adding a biocide into said solution, said biocide is selected from the group consisting of 2-bromo-4- 24 hydroxyacetophenone, bronopols,	<i>XStream</i> is manufactured by dissolving creatinine and at least one dissociating ionic compound in the water to form a solution exhibiting a specific gravity, said creatinine and at least one dissociating ionic compound selected in relative concentrations to adjust said specific gravity to between 1.005 g/cm ³ and 1.025 g/cm ³ ; adding a biocide into said solution, where at least one of the biocides is methylisothiazolinone, which is an

³ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in accused products.

1 carbamates, chlorothioethers, 2-2-Dibromo- 2 3-nitrilopropionamide, 2- 3 (Decylthio)ethanamine, glutaraldehydes, 4 isothiazolines, Methylene bis(thiocyanate), 5 polyquat, Alkyldimethylbenzylammonium 6 chloride, sulfones, Bis(tributyltin) oxide, 7 tertbutylazines, Tetrachloro-2, 4,6-cyano- 8 3-benzonitrile, 2(thiocyanomethylthio) 9 benzothiazole, thiones, 10 Tetrakis(hydroxymethyl) phosphonium 11 sulfate, Tributyltetradecylphosphonium 12 chloride, peroxides, hypochlorites, and 13 super oxides; and 14 15 16 17 18 19 20	isothiazolinone. Spectrum further states that the Element test report that was provided to Aim High's counsel at his request on October 11, 2021, shows that <i>XStream</i> contains chloride (a dissociating ionic compound) and has a specific gravity of 1.010 g/cm ³ at 25 deg. C. Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in <i>XStream</i> . Spectrum provides this supplemental information to comply with the Court's June 30, 2023 Order to allow Aim High to understand Spectrum's theory of infringement, and not to actually prove infringement. Spectrum provides this statement without waiver of any undisclosed work-product, including work-product relating to Element testing. Spectrum has not yet decided what evidence it will rely upon to prove infringement at the summary judgment and trial stages, and it has not yet selected any testifying expert. Spectrum will make those decisions later in accordance with the Court's case schedule, including deadlines for the disclosure of testimony expert reports and dispositive motions and briefing.
removing bacteria from said solution.	<i>XStream</i> is manufactured by removing bacteria from solution.

Claim 11	Infringement Contentions
The method of claim 10 wherein the step of dissolving creatinine and at least one dissociating ionic compound also includes dissolving urea in the water, said urea selected in a concentration relative to that of said creatinine and at least one dissociating ionic compound so as to	<i>XStream</i> meets the limitations of claim 10 (as shown above) and is manufactured by "dissolving urea in the water, said urea selected in a concentration relative to that of said creatinine and at least one dissociating ionic compound so as to maintain the specific gravity of the solution

maintain the specific gravity of the solution between 1.005 g/cm³ and 1.025 g/cm³.

between 1.005 g/cm³ and 1.025 g/cm³,” namely 1.010 g/cm³. Spectrum further states that the Element test report that was provided to Aim High’s counsel at his request on October 11, 2021, shows that *XStream* contains chloride (a dissociating ionic compound) and has a specific gravity of 1.010 g/cm³ at 25 deg. C. Spectrum also states that Aim High’s non-infringement contentions do not dispute the presence of this limitation in *XStream*. Spectrum provides this supplemental information to comply with the Court’s June 30, 2023 Order to allow Aim High to understand Spectrum’s theory of infringement, and not to actually prove infringement. Spectrum provides this statement without waiver of any undisclosed work-product, including work-product relating to Element testing. Spectrum has not yet decided what evidence it will rely upon to prove infringement at the summary judgment and trial stages, and it has not yet selected any testifying expert. Spectrum will make those decisions later in accordance with the Court’s case schedule, including deadlines for the disclosure of testifying expert reports and dispositive motions and briefing.

Claim 12

Infringement Contentions

The method of claim 11, further comprising the step of sealing said synthetic urine solution within a container.

XStream meets the limitations of claim 11 (as shown above) and is manufactured by “sealing said synthetic urine within a container.”

Claim 13

Infringement Contentions

The method of claim 10, further comprising the step of sealing said synthetic urine solution within a container.

XStream meets the limitations of claim 10 (as shown above) is manufactured by “sealing said synthetic solution within a container.”

'105 Patent

Claim 1	Infringement Contentions
A synthetic urine solution comprising:	<i>XStream's</i> box and website marketing confirms the product is a synthetic urine solution, <i>see xurine.com and xstreamurine.com</i> . ⁴
water having a pH between about 3 and about 10;	<i>XStream</i> has water having a pH between 3 and 10.
creatinine and a biocide, said creatinine and biocide dissolved within said water to form a solution exhibiting a specific gravity and said creatinine and biocide selected in relative concentrations to minimize sepsis;	Aim High's website marketing confirms that <i>XStream</i> has creatinine, and Aim High did not deny that its product contains creatinine during pre-litigation communications; <i>XStream</i> has at least one biocide, namely methylisothiazolinone, which is an isothiazolinone; and the concentrations of biocide relative to creatinine minimize sepsis as demonstrated at least by the product not spoiling on store shelves or elsewhere.

⁴ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in the accused products.

at least one dissociated ionic compound also dissolved within said solution to adjust the specific gravity of the solution to between 1.005 g/cm³ and 1.025 g/cm³; wherein said biocide is selected from at least one of 2-bromo-4-hydroxyacetophenone, bronopols, carbamates, chlorothioethers, 2-2-Dibromo-3-nitrilopropionamide, 2-(Decylthio)ethanamine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate), polyquats, Alkyldimethylbenzylammonium chloride, sulfones, bis(tributyltin) oxide, tertbuthylazines, Tetrachloro-2, 4,6-cyano-3-benzonitrile, 2(thiocyanomethylthio)benzothiazole, thiones, Tetrakis(hydroxymethyl)phosphonium sulfate, Tributyltetradecylphosphonium chloride, peroxides, hypochlorites, and super oxides; and

XStream has at least one dissociated ionic compound also dissolved within said solution to adjust the specific gravity of the solution to between 1.005 g/cm³ and 1.025 g/cm³. *XStream* also has at least one of the biocides listed, namely methylisothiazolinone, which is an isothiazolinone. Spectrum further states that the Element test report that was provided to Aim High's counsel at his request on October 11, 2021, shows that *XStream* contains chloride (a dissociated ionic compound) and has a specific gravity of 1.010 g/cm³ at 25 deg. C. Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in *XStream*. Spectrum provides this supplemental information to comply with the Court's June 30, 2023 Order to allow Aim High to understand Spectrum's theory of infringement, and not to actually prove infringement. Spectrum provides this statement without waiver of any undisclosed work-product, including work-product relating to Element testing. Spectrum has not yet decided what evidence it will rely upon to prove infringement at the summary judgment and trial stages, and it has not yet selected any testifying expert. Spectrum will make those decisions later in accordance with the Court's case schedule, including deadlines for the disclosure of testifying expert reports and dispositive motions and briefing.

at least one urea compound provided in conjunction with the synthetic urine solution, wherein the at least one urea compound is carbamide peroxide, and optionally allantoin and optionally hydantoin.

XStream has at least one of the urea compounds listed, as advertised by Aim High on its website:
<https://www.xstreamurine.com/xstream-fetish-urine.html>

Claim 2	Infringement Contentions
The synthetic urine solution of claim 1, wherein the at least one urea compound is either dissolved within said solution or provided separately to be dissolved within said solution at a subsequent time.	<i>XStream</i> meets the limitations of claim 1 (as shown above) and has at least one urea compound dissolved within the solution, as advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html

Claim 3	Infringement Contentions
The synthetic urine solution of claim 1, wherein said at least one ionic compound is selected from at least one of carbonate salts, halide salts, hydroxide salts, and bromides.	<i>XStream</i> meets the limitations of claim 1 (as shown above) and has at least one of the ionic compounds listed because chloride is a halide salt. Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in <i>XStream</i> .

Claim 4	Infringement Contentions
A method of manufacturing a synthetic urine solution comprising:	Because <i>XStream</i> is each a synthetic urine solution, Aim High and its manufacturers, suppliers, vendors, independent contractors, and/or employees, have used a method of manufacturing a synthetic urine solution by making <i>XStream</i> . ⁵
providing water;	<i>XStream</i> is manufactured by providing water.
dissolving creatinine and biocide into said water to form a solution exhibiting a specific gravity level, said creatinine and biocide being selected in relative concentrations to minimize sepsis, wherein said biocide is selected from at least one of 2-bromo-4-hydroxyacetophenone, bronopols, carbamates, chlorothioethers, 2,2-Dibromo-3-nitrilopropionamide, 2-(Decylthio)ethanamine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate),	<i>XStream</i> is manufactured by dissolving creatinine and biocide into said water to form a solution exhibiting a specific gravity level, said creatinine and biocide being selected in relative concentrations to minimize sepsis, wherein at least one of the biocides is methylisothiazolinone, which is an isothiazolinone.

⁵ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in the accused products.

1	polyquats, Alkyldimethylbenzylammonium	
2	chloride, sulfones, Bis(tributyltin) oxide,	
3	tertbutylazines, Tetrachloro-2, 4,6-cyano-	
4	3-benzonitrile,	
5	2(thiocyanomethylthio)benzothiazole,	
6	thiones,	
7	Tetrakis(hydroxymethyl)phosphonium	
8	sulfate, Tributyltetradecylphosphonium	
9	chloride, peroxides, hypochlorites, and	
10	super oxides;	
11	adjusting said specific gravity level of said	<i>XStream</i> is manufactured by adjusting said
12	solution to between 1.005 g/cm ³ and 1.025	specific gravity level of said solution to
13	g/cm ³ ; and	between 1.005 g/cm ³ and 1.025 g/cm ³ .
14		Spectrum further states that the Element
15		test report that was provided to Aim High's
16		counsel at his request on October 11, 2021,
17		shows that <i>XStream</i> has a specific gravity of
18		1.010 g/cm ³ at 25 deg. C. Spectrum also
19		states that Aim High's non-infringement
20		contentions do not dispute the presence of
21		this limitation in <i>XStream</i> . Spectrum
22		provides this supplemental information to
23		comply with the Court's June 30, 2023 Order
24		to allow Aim High to understand
25	providing at least one urea compound in	Spectrum's theory of infringement, and not
26	conjunction with the synthetic urine	to actually prove infringement. Spectrum
		provides this statement without waiver of
		any undisclosed work-product, including
		work-product relating to Element testing.
		Spectrum has not yet decided what
		evidence it will rely upon to prove
		infringement at the summary judgment and
		trial stages, and it has not yet selected any
		testifying expert. Spectrum will make those
		decisions later in accordance with the
		Court's case schedule, including deadlines
		for the disclosure of testifying expert
		reports and dispositive motions and
		briefing.
	providing at least one urea compound in	<i>XStream</i> is manufactured by providing at
	conjunction with the synthetic urine	least one of the urea compounds listed, as

1 2 3	solution, wherein the at least one urea compound is carbamide peroxide, and optionally allantoin and optionally hydantoin.	advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html
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Claim 5		Infringement Contentions
5 6 7 8 9	The method of claim 4, wherein the at least one urea compound is either dissolved within said solution or provided separately to be dissolved within said solution at a subsequent time.	<i>XStream</i> meets the limitations of claim 4 (as shown above) and is manufactured by dissolving at least one urea compound within the solution, as advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html

Claim 6		Infringement Contentions
11 12 13	The method of claim 4 further comprising sealing said synthetic urine solution within a container so as to further minimize sepsis of said synthetic urine solution.	<i>XStream</i> meets the limitations of claim 4 (as shown above) is manufactured by sealing the solution within a container to further minimize sepsis.

Claim 7		Infringement Contentions
15 16	The method of claim 4, further comprising the step of adjusting the pH level of the solution between about 3 and about 10.	<i>XStream</i> meets the limitations of claim 4 (as shown above) is manufactured by adjusting the pH between 3 and 10.

Claim 8		Infringement Contentions
18 19 20 21	A method of manufacturing a synthetic urine solution comprising:	Because <i>XStream</i> is each a synthetic urine solution, Aim High and its manufacturers, suppliers, vendors, independent contractors, and/or employees, have used a method of manufacturing a synthetic urine solution by making each of the Infringing Products. ⁶
22	providing water having a pH between about 3 and about 10;	<i>XStream</i> is manufactured by providing water having a pH between 3 and 10.
23 24	dissolving creatinine and at least one dissociating ionic compound in the water to	<i>XStream</i> is manufactured by dissolving creatinine and at least one dissociating

⁶ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in the accused products.

form a solution exhibiting a specific gravity, said creatinine and at least one dissociating ionic compound selected in relative concentrations to adjust said specific gravity to between 1.005 g/cm³ and 1.025 g/cm³;

ionic compound in the water to form a solution exhibiting a specific gravity, said creatinine and at least one dissociating ionic compound selected in relative concentrations to adjust said specific gravity to between 1.005 g/cm³ and 1.025 g/cm³. Spectrum further states that the Element test report that was provided to Aim High's counsel at his request on October 11, 2021, shows that *XStream* contains chloride (a dissociating ionic compound) and has a specific gravity of 1.010 g/cm³ at 25 deg. C. Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in *XStream*. Spectrum provides this supplemental information to comply with the Court's June 30, 2023 Order to allow Aim High to understand Spectrum's theory of infringement, and not to actually prove infringement. Spectrum provides this statement without waiver of any undisclosed work-product, including work-product relating to Element testing. Spectrum has not yet decided what evidence it will rely upon to prove infringement at the summary judgment and trial stages, and it has not yet selected any testifying expert. Spectrum will make those decisions later in accordance with the Court's case schedule, including deadlines for the disclosure of testifying expert reports and dispositive motions and briefing.

adding a biocide into said solution, said biocide is selected from at least one of 2-bromo-4-hydroxyacetophenone, bronopols, carbamates, chlorothioethers, 2-2-Dibromo-3-nitrilopropionamide, 2-(Decylthio)ethanamine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate),

XStream is manufactured by adding at least one of the biocides listed, namely methylisothiazolinone, which is an isothiazolinone.

1	polyquats, Alkyldimethylbenzylammonium	
2	chloride, sulfones, Bis(tributyltin) oxide,	
3	tertbutylazines, Tetrachloro-2, 4,6-cyano-	
4	3-benzonitrile,	
5	2(thiocyanomethylthio)benzothiazole,	
6	thiones,	
7	Tetrakis(hydroxymethyl)phosphonium	
8	sulfate, Tributyltetradecylphosphonium	
9	chloride, peroxides, hypochlorites, and	
10	super oxides;	
11	removing bacteria from said solution;	<i>XStream</i> is manufactured by removing
12		bacteria from the solution.
13	and providing at least one urea compound	<i>XStream</i> is manufactured by providing at
14	in conjunction with the synthetic urine	least one of the urea compounds listed in
15	solution, wherein the at least one urea	conjunction with the synthetic urine
16	compound is carbamide peroxide, and	solution.
17	optionally allantoin and optionally	
18	hydantoin.	

13	Claim 9	Infringement Contentions
14	The method of claim 8, wherein the at least	<i>XStream</i> meets the limitations of claim 8 (as
15	one urea compound is either dissolved	shown above) and is manufactured by
16	within said solution or provided separately	dissolving at least one urea compound in
17	to be dissolved within said solution at a	the solution.
18	subsequent time.	

17	Claim 10	Infringement Contentions
18	The method of claim 9 wherein the step of	<i>XStream</i> meets the limitations of claim 9 (as
19	dissolving creatinine and at least one	shown above) and is manufactured by
20	dissociating ionic compound also includes	dissolving creatinine, at least one
21	dissolving the at least one urea compound	dissociating ionic compound, and at least
22	in the water, said at least one urea	one urea compound in the water, where the
23	compound selected in a concentration	concentration of urea relative to creatinine
24	relative to that of said creatinine and at	and at least one dissociating ionic
25	least one dissociating ionic compound so as	compound maintains the specific gravity
26	to maintain the specific gravity of the	between 1.005 g/cm ³ and 1.025 g/cm ³ .
27	solution between 1.005 g/cm ³ and 1.025	Spectrum further states that the Element
28	g/cm ³ .	test report that was provided to Aim High's
		counsel at his request on October 11, 2021,
		shows that <i>XStream</i> contains chloride (a
		dissociating ionic compound) and has a

1		specific gravity of 1.010 g/cm ³ at 25 deg. C.
2		Spectrum also states that Aim High's non-
3		infringement contentions do not dispute
4		the presence of this limitation in <i>XStream</i> .
5		Spectrum provides this supplemental
6		information to comply with the Court's June
7		30, 2023 Order to allow Aim High to
8		understand Spectrum's theory of
9		infringement, and not to actually prove
10		infringement. Spectrum provides this
11		statement without waiver of any
12		undisclosed work-product, including work-
13		product relating to Element testing.
14		Spectrum has not yet decided what
15		evidence it will rely upon to prove
16		infringement at the summary judgment and
17		trial stages, and it has not yet selected any
		testifying expert. Spectrum will make those
		decisions later in accordance with the
		Court's case schedule, including deadlines
		for the disclosure of testimony expert reports
		and dispositive motions and briefing.

18	Claim 11	Infringement Contentions
19	The method of claim 10, further comprising	<i>XStream</i> meets the limitations of claim 10
20	the step of sealing said synthetic urine	(as shown above) and is manufactured by
	solution within a container.	sealing the solution in a container.

21	Claim 12	Infringement Contentions
22	The method of claim 8, further comprising	<i>XStream</i> meets the limitations of claim 8 (as
23	the step of sealing said synthetic urine	shown above) and is manufactured by
	solution within a container.	sealing the solution in a container.

24	Claim 13	Infringement Contentions
25	The method of claim 8, wherein the bacteria	<i>XStream</i> meets the limitations of claim 8 (as
26	are removed from said solution using an in	shown above) and is manufactured by using
	situ agent selected from at least one of	at least one of the in situ agents listed to

19

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SPECTRUM'S SECOND AMENDED DISCLOSURE OF ASSERTED CLAIMS
AND INFRINGEMENT CONTENTIONS

1 ozone, dioxides, ultraviolet radiation, and
2 irradiation processes followed by hermetic
3 sealing of the solution.

remove bacteria, followed by hermetic
sealing of the solution.

4 **III. Literal presence v. Doctrine of Equivalents (LPR 1-6(e))**

5 Based upon the foregoing, Spectrum contends that each element of each asserted
6 claim limitation is literally present in *XStream*. To the extent the finder of fact is asked to
7 decide whether one or more claim limitations are present in *Xstream*, Spectrum reserves
8 the right to assert each claim limitation is either literally present or present under the
9 doctrine of equivalents.

10 **IV. Priority of Prior Application (LPR 1-6(f))**

11 Spectrum does not contend that the '776 patent claims a priority date of an earlier
12 filed application. The '105 patent claims the priority date of provisional application number
13 61/819,775, filed on May 6, 2013.

14 **V. Spectrum Products that Practice the Inventions (LPR 1-6(g))**

15 Spectrum asserts that its own synthetic urine products practice the '776 and '105
16 patents. Specifically, claims 1-13 of the '776 patent cover Spectrum's Quick Fix Synthetic
17 Urine and Quick Fix Plus Synthetic Urine, but not as those products may have existed on or
18 before January 28, 2003. Claims 1-13 of the '105 patent cover Spectrum's Quick Fix Synthetic
19 Urine and Quick Fix Plus Synthetic Urine, but not as those products may have existed on or
20 before May 6, 2012.

21 **VI. Willful Infringement (LPR 1-6(h))**

22 Aim High has willfully infringed the '776 and '105 patents because, despite
23 knowledge of both patents, it engaged and continued to engage in activities that it knew
24 would infringe both patents where the risk of infringement was obvious. Moreover, Aim
25 High acted inconsistently with the standards of behavior for the industry, appear to have
26 intentionally copied Spectrum's patented Quick Fix products, lacked any reasonable basis

1 for believing that it did not infringe or that the patents were invalid, did not make any good
2 faith effort to avoid infringing either patent, has concealed their infringement, and likely
3 has destroyed evidence of their infringement.

4 **VII. Document Production (LPR 1-7)**

5 As to documents required to be produced together with these disclosures and
6 contentions, Spectrum states:

7 (a) It has no documents evidencing any discussion with, disclosure to, or other
8 manner of providing to a third party, or sale of or offer to sell, or any public use of, the
9 claimed inventions before the patent application or priority date.

10 (b) Spectrum's conception and reduction to practice documents were produced in
11 the file histories, as AIMHIGH00001 to AIMHIGH00391.

12 (c) The file histories for the patents were produced as AIMHIGH00001 to
13 AIMHIGH00391.

14 (d) Documents evidencing Spectrum's ownership of the asserted patents are
15 produced as Spectrum_00001 to Spectrum_00004.
16

17 (e) Spectrum's documents showing that its products are covered by its patents were
18 produced as Spectrum000005-6; Spectrum0000712-15
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1 Dated: July 20, 2023

Respectfully submitted,

2 /s/ Matthew J. Cavanagh

3 David B. Cupar (admitted *pro hac vice*)

4 Matthew J. Cavanagh (admitted *pro hac vice*)

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22 **CERTIFICATE OF SERVICE**

23 I hereby certify that on July 20, 2023, the foregoing was served by email upon counsel
24 for each of the parties in the case.

25 /s/ Matthew J. Cavanagh
26 Matthew J. Cavanagh